



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: **Diana Serna, Director**  
 Hidalgo County Purchasing Department

Attn: Maria Flores

From: Sandra Suarez, Buyer II  
 Hidalgo County Purchasing Department

Date: May 15, 2013

Re: Approval or Disapproval of Specifications for: RFB NO.: -2013-177-00-00-SGS Hidalgo County Urban County-"Lease Office Space For Urban County"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.  
 If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE	DISAPPROVE
APPROVED WITH MODIFICATIONS ✓	

FUNDS AVAILABILITY: ✓ YES / \_\_\_\_\_ NO/ \_\_\_\_\_ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 5012-99-2101-6443-99900

	DIANA R SERNA	LCP	5-15-13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us), as soon as possible.**

Enclosures

**EXHIBIT "A"**  
**Hidalgo County Urban County**  
***"Lease of Office Space for Urban County"***  
RFB No.: 2013-177-00-00-SGS

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**SCOPE OF SERVICES:** Building should be in good working condition to provide as follows:

**SPECIFICATIONS:**

1. The proposed office building shall consist of a minimum of 7,000 to maximum of 8,000 square feet of available office space to house Hidalgo County Urban County Program and shall be located within the parameters of: The cities of Pharr, San Juan or Alamo, approximately ½ mile from Expressway 83.
2. Bidder shall charge by the square foot.
3. The proposed bid premises shall be in compliance with all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities provided by the landlord. Parking Facility must have a designated parking area, to accommodate Urban County Program employees and visiting cliental. A minimum of **40** allotted, paved parking spaces will be required with a minimum of two (2) designated Handicap parking spaces. Parking Facility must be in close proximity to the entrance of the proposed bid premises.
4. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.
5. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.
6. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.
7. Bid premises shall have water, sewer and garbage pickup in addition to electricity. Lessor shall be responsible for electrical maintenance.
8. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

**EXHIBIT "A"**  
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RFB No.: 2013-177-00-00-SGS

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9. Building shall be free from rodents and insects prior to occupancy by the Urban County Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract
10. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.
11. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and at the bidder's expense. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Urban County Director. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.
12. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.
13. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

**REQUIREMENTS:**

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.
2. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to the Urban County Program for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit C" attached.** The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

**EXHIBIT "A"**  
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RFB No.: 2013-177-00-00-SGS

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3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.
4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder
5. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID number**. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.
6. If a new building is proposed in this project, Hidalgo County may consider accepting the new building as main option, or whichever is in the best interest of the County.

**TERMS & CONDITIONS:**

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for additional two (2) –one (1) year terms under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
3. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.
3. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County Urban Program.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

**EXHIBIT "A"**  
**Hidalgo County Urban County**  
***"Lease of Office Space for Urban County"***  
RFB No.: 2013-177-00-00-SGS

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5. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to Hidalgo County.
6. Any contract award to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery and acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with a (30) thirty day's written notice prior to cancellation/termination.
7. **Bidder must provide the legal description** of the property along with your bid and include a proposed **"FLOOR PLAN LAYOUT"** of your facility.
8. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539.  
**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, Month 00, 2013 by 5:00 P.M.** Responses to said inquiries will be sent to applicants via facsimile or via E-mail by no later than **Friday, Month 00, 2013 by 5:00 P.M.**



EXHIBIT "A"  
Hidalgo County Urban County  
*"Lease Office Space For Urban County"*

RFB No.: 2013-177-00-00-SGS

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**SCOPE OF SERVICES:** Building should be in good working condition to provide as follows:

**SPECIFICATIONS:**

1. The proposed office building shall consist of a minimum of 7,000 to maximum of 8,000 square feet of available office space to house Hidalgo County Urban County Program and shall be located within the parameters of: The cities of Pharr, San Juan or Alamo, approximately 1/2 mile from Expressway 83.
2. Bidder shall charge by the square foot.
3. The proposed bid premises shall be in compliance with all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities provided by the landlord. Parking Facility must have a designated parking area, to accommodate Urban County Program employees and visiting cliental. A minimum of 40 allotted, paved parking spaces will be required with a minimum of two (2) designated Handicap parking spaces. Parking Facility must be in close proximity to the entrance of the proposed bid premises.
4. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.
5. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.
6. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.
7. Bid premises shall have water, sewer, garbage pickup in addition to electricity & ~~natural~~ gas. Lessor shall be responsible for electrical maintenance.
8. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

EXHIBIT "A"  
Hidalgo County Urban County  
*"Lease Office Space For Urban County"*

RFB No.: 2013-177-00-00-SGS

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9. Building shall be free from rodents and insects prior to occupancy by the Urban County Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract
10. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.
11. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and at the bidder's expense. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Urban County Director. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.
12. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.
13. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

**REQUIREMENTS:**

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.
2. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to the WIC Clinic for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.** The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

*WIC*

EXHIBIT "A"  
Hidalgo County Urban County  
"Lease Office Space For Urban County"

RFB No.: 2013-177-00-00-SGS

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3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.
4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder
5. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID number**. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.
6. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County

*New Building*  
**TERMS & CONDITIONS:**

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for additional two (2) –one (1) year terms under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
3. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.
3. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County Urban Program.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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"Lease Office Space For Urban County"

RFB No.: 2013-177-00-00-SGS

5. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to Hidalgo County.
6. Any contract award to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery and acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with a (30) thirty day's written notice prior to cancellation/termination.
7. **Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of your facility.**
8. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, Month 00, 2013 by 5:00 P.M.** Responses to said inquiries will be sent to applicants via facsimile by no later than **Friday, Month 00, 2013 by 5:00 P.M.**

encl.

June 5  
~~June 12~~

June 7

Bid June 12 @ 9:30

***Bid No: 2013-177-00-00-SGS***

***Buyer: Sandy Suarez***

***Tel. No: (956) 318-2626***

## **REQUEST FOR BIDS**

### **HIDALGO COUNTY URBAN COUNTY PROGRAM**

#### ***“LEASE OF OFFICE SPACE FOR URBAN COUNTY”***

**OPENING DATE: May 00, 2013 @ 9:30 A.M.**

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY URBAN COUNTY –LEASE OF OFFICE SPACE FOR URBAN COUNTY"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
  
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No.-2013-177-00-00-SGS HIDALGO COUNTY URBAN COUNTY –LEASE OF OFFICE SPACE FOR URBAN COUNTY "** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, MONTH 00, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-177-00-00-SGS LEASE OFFICE SPACE FOR URBAN COUNTY "**.

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
  
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
  
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "HIDALGO COUNTY URBAN COUNTY -LEASE OF OFFICE SPACE FOR URBAN COUNTY" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated on all invoices.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Urban County Program**  
**3304 W. Alberta Rd.**  
**Edinburg, TX. 78539**  
**Attn: Maria Flores**  
**956-787-8127**

17. SCHEDULE OF EVENTS

<b>Bid Opening, 9:30 AM</b>	<u>MONTH 00</u> , 2013
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION;  
PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the

contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the

date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
For  
**HIDALGO COUNTY URBAN COUNTY**  
**"LEASE OF OFFICE SPACE FOR URBAN COUNTY"**  
**BID NO.: 2013-177-00-00-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_